

IN THE CIRCUIT COURT OF COLE COUNTY, MISSOURI

SARAH JONES, et al.,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.: 18AC-CC00248
)	
ALL READY RENTALS, LLC,)	
)	
Defendant.)	

ORDER & JUDGMENT APPROVING WRONGFUL DEATH SETTLEMENT

On this 16th day of July, 2018, comes before the Court Plaintiffs' Motion for Approval of Wrongful Death Settlement and for Order & Judgment Pursuant to §537.080(1) and apportionment pursuant to §537.095. Plaintiff Sarah Jones appears in person and through counsel, Charles A. "Chip" Gentry; The three (3) Minor Plaintiffs appear by guardian ad litem, Paul T. Graham; and Defendant All Ready Rentals, LLC, appears through counsel. The Court finds that Decedent's natural mother, Pamela Bradley and natural father, James Phillip Jones, received proper notice of the settlement hearing and appear not.

The Court finds that Plaintiff Sarah Jones is the surviving spouse of decedent, Jeremy Jones, that the Minor Plaintiffs are the natural children of the decedent and are entitled to bring this action pursuant to RSMo. §537.080(1). The Court further finds that the named Plaintiffs (Decedent's spouse and minor children) and Pamela Bradley (Decedent's mother) and James Phillip Jones (Decedent's father) constitute the only persons entitled to bring this action, pursuant to §537.080, and/or to ultimately share in the apportionment of benefits. Therefore all persons who have any right to share in the benefits of this claim have been duly notified of this proceeding.

Plaintiffs and Defendant, to avoid a judicial determination of the issue of liability, announce a tentative settlement in the amount of One Million and No/100 Dollars (\$1,000,000.00),

which Defendant, by and through its insurance carrier, proposes to pay. The parties acknowledge that the settlement is made in good faith.

The parties waive trial by jury. Oral and documentary evidence is adduced, and the Court is now duly advised in the premises.

This Court therefore and hereby enters its **ORDER & JUDGMENT**, approving the settlement and IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs' cause of action and claims for the wrongful death of Jeremy Jones as against Defendant be settled for the sum of One Million and No/100 Dollars (\$1,000,000.00). The claims of Plaintiffs shall be settled in said sum and said settlement with the Defendant is hereby approved.

After receiving evidence, the Court finds the following allocation of the settlement proceeds as fair and reasonable within the Court's sound discretion:

\$333,333.33 to Call & Gentry Law Group, LLC for contractual attorney fees.

\$ 439.69 to Call & Gentry Law Group, LLC for expenses.

\$366,226.98 to Sarah Jones, first class beneficiary.

\$300,000.00 to MetLife Assignment Company, Inc. for the funding of the following periodic payments, for the benefit of the three minor children made according to the schedule as follows:

To be paid to Sarah Jones for the benefit of G. J. ("Payee"):

\$20,000 payable on March 30, 2030.

To be paid to G. J. ("Payee"):

\$20,000 payable on March 30, 2032;

\$20,000 payable on March 30, 2033;

\$20,000 payable on March 30, 2034;

\$20,000 payable on March 30, 2035;

\$88,387 payable on March 30, 2044.

7-16-18
- Said money is for the purchase of a car and its expenses. The court does not require proof of these funds. PJ

To be paid to Sarah Jones for the benefit of C. J. ("Payee"):

\$20,000 payable on August 26, 2026.

To be paid to C. J. ("Payee"):

\$20,000 payable on August 26, 2028;

\$20,000 payable on August 26, 2029;

7-16-18
- Said money is for the purchase of a car and its expenses. The court does not require proof of these funds. PJ

\$20,000 payable on August 26, 2030;
\$20,000 payable on August 26, 2031;
\$59,313 payable on August 26, 2040.

To be paid to Sarah Jones for the benefit of J. J. ("Payee"):

\$20,000 payable on May 30, 2024.

To be paid to J. J. ("Payee"):

\$20,000 payable on May 30, 2026;

\$20,000 payable on May 30, 2027;

\$20,000 payable on May 30, 2028;

\$20,000 payable on May 30, 2029;

\$42,160 payable on May 30, 2038.

7-16-18
- Said money is for the purchase of a car and its expenses. The Court does not require probate of these funds.
[Signature]

The Court finds that Plaintiffs have given notice to all persons entitled to join in the lawsuit and entitled to share in the proceeds of the settlement, and that Plaintiffs are the only persons entitled to share. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiff shall collect said settlement from Defendant, receipt therefore, execute an appropriate settlement agreement and release, execute the Qualified Assignment and Release Agreement for the structured payments to the minor plaintiffs, pay Call & Gentry Law Group, LLC attorneys' fees and costs, pay the guardian ad litem fees, which this Court finds reasonable, and having done so file with the Court Plaintiffs' report. Defendant shall deliver the settlement payments (other than the structured payments) to Plaintiff Sarah Jones' counsel within ten (10) days of the date of the Judgment and Order.

The Court waives any purported requirement for a bond by the Next Friend in that the minor children's interests are adequately protected.

The Court finds this settlement was entered into by the parties in good faith, and further that this settlement encompasses Plaintiffs' cause of action and claims for the wrongful death of Jeremy Jones against All Ready Rentals, LLC, as described more fully in the Release signed by the parties.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that based upon the respective interests of the persons entitled to sue and recover in this action and their respective pecuniary loss, said Judgment and said settlements shall be and hereby are apportioned described herein and within the Settlement Agreement and Release signed by the parties and shown to the Court on this date.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that upon receipt of the settlement funds and report of Plaintiffs, the Defendant shall be and is hereby discharged from any and all liability for the injuries to and wrongful death of Jeremy Jones.

NOW, THEREFORE, this Court enters **JUDGMENT** approving said settlements and approves the settlement of the Plaintiffs and Defendant.

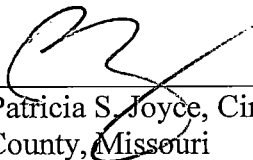
Upon tender of the settlement drafts by Defendant on its behalf in full and final settlement and full satisfaction of the aforesaid Judgment and settlement, the Clerk of the Court is therefore ordered to show the judgment and settlements as satisfied in full as to Defendant.

The Next Friend is discharged and released from all duties and obligations by reason of said appointment.

The costs of this action are taxed to Defendant.

Dated this 16th day of July, 2018.

SO ENTERED AND ORDERED



Hon. Patricia S. Joyce, Circuit Judge,
Cole County, Missouri